

## CONSENT TO RENT AGREEMENT

This Consent to Rent Agreement (“Agreement”) is made by and between \_\_\_\_\_ is/are all of the borrowers (collectively “Borrower”) and the California Housing Finance Agency (“CalHFA”) in regard to a home loan made to Borrower by \_\_\_\_\_, and subsequently assigned to CalHFA. The home loan is CalHFA number \_\_\_\_\_ (the “Loan”).

1. Representations, Warranties and Acknowledgements.

Borrower hereby makes all of the following representations, warranties and acknowledgements:

- a. The address of the residence financed with the proceeds of the Loan is located in the State of California, County of \_\_\_\_\_, at \_\_\_\_\_ (“Residence”).
- b. Borrower acknowledges that Loan is financed with the proceeds of tax exempt housing bonds, and is subject to federal rules relating to the use of such bond proceeds, including rules relating to first time homebuyers. The terms of the Loan require the Borrower to occupy the Residence as their principal place of residence.
- c. Borrower occupied the Residence as Borrower’s principal place of residence for at least the first year after Borrower closed escrow on the home.
- d. Borrower acknowledges that converting a primary residence to a rental property may have tax implications. Borrower should address any concerns about tax implications to his/her Tax Professional.
- e. When Borrower purchased the Residence, Borrower did so with the intent to use the Residence as Borrower’s principal residence, and not as an investment property or as a means of receiving any income from the Residence.
- f. Borrower intends to re-occupy, sell, or refinance the Residence when feasible. For the purpose of this policy, the term “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, social, and physical factors.
- g. Nothing in this Agreement relieves Borrower from paying on the Loan as agreed, and complying with all terms and conditions of the Loan, except as expressly provided in this Agreement.
- h. Borrower shall inform homeowner’s insurance policy carrier that property is now tenant-occupied. Borrower shall continue to maintain appropriate insurance coverage as required by the Deed of Trust.

2. Conditional Consent of CalHFA to Rent. Borrower has requested that CalHFA permit Borrower to rent the Residence to tenants. In considering Borrower's request, and granting its consent, CalHFA has relied on each of the representations, warranties and acknowledgements above, as well as all of Borrower's covenants in this Agreement, and the additional supporting documents required by the rental policy. CalHFA hereby grants its consent to Borrower to rent the Residence, subject to each of the terms of conditions contained in this Agreement. In the event that Borrower breaches the terms of this Agreement, the consent of CalHFA to permit Borrower's renting of the Residence shall be deemed withdrawn, and CalHFA may enforce all of the terms and conditions of the Loan as originally made. Borrower acknowledges that CalHFA is forbearing from enforcing, and not waiving, any of its rights under the Promissory Note and Deed of Trust.

3. Terms of Permitted Lease. CalHFA's consent to Borrower's renting of the Residence is further conditioned upon the lease or rental agreement meeting all of the following requirements:

a. The lease or rental agreement with a tenant must have the CalHFA Lease Rider, Attachment A hereto, fully signed by Borrower and all tenants of the Residence, and be attached to the lease or rental agreement.

b. Within five (5) days after entering into the lease or rental agreement, Borrower shall send CalHFA a fully signed copy of the lease or rental agreement, with the signed CalHFA Lease Rider attached, at the following address:

California Housing Finance Agency  
Attn: Loan Servicing  
1040 Riverside Parkway, Suite 110  
West Sacramento, CA 95605

c. The terms and conditions of this Agreement shall be fully disclosed to any tenant by providing a copy of this Agreement to all such tenants prior to the tenant's signing the lease or rental agreement.

d. The CalHFA Lease Rider uses the term "Landlord." For purposes of this Agreement and the Lease Rider, the terms Borrower and Landlord are synonymous.

4. Assignment of Rents. As additional security for the performance of Borrower's obligations under the Loan, including the obligation to make loan payments, Borrower grants CalHFA a security interest in all rents and profits and other proceeds derived from the Residence. Borrower hereby absolutely, unconditionally and irrevocably assigns to CalHFA all rents, royalties, issues, accounts and profits of or relating to the Residence and all interests under all leases, subleases, rental agreements and other contracts and occupancy agreements relating to use and possession of the Residence. Notwithstanding the above, CalHFA confers upon the Borrower a license to

collect and retain the rents, issues and profits of the Residence as they become due and payable. Upon the occurrence of any breach of this agreement or Borrower's underlying agreements with CalHFA, this license shall be automatically revoked and CalHFA may receive and collect all such rents and profits and other proceeds.

5. Commencement of Consent. CalHFA's consent to rent is granted upon execution of this Agreement by the Borrower and CalHFA. The twelve (12) month rental period between the Borrower/Landlord and Tenant commences upon the execution of a rental agreement between the Borrower/Landlord and Tenant.

6. Termination of Consent. If Borrower rents the Residence in accordance with this Agreement, the consent to rent shall expire on the earliest of: 1) twelve (12) months from the date specified in Paragraph five (5) of this Agreement; 2) the early termination of the lease or rental agreement; 3) if property has not been rented within twelve (12) months of execution of this Agreement, CalHFA's consent is rescinded; or 4) termination of the consent as provided in this Agreement.

<p>Date: _____ 20 __</p> <p>Date: _____ 20 __</p>	<p style="text-align: center;">Borrower</p> <p>_____</p> <p>Name: _____</p> <p>_____</p> <p>Name: _____</p>
<p>Date: _____ 20 __</p>	<p style="text-align: center;">California Housing Finance Agency</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>